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EXAMINER
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LONG, FONYA M

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**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

Application Number: 10/725,624  
Filing Date: December 02, 2003  
Appellant(s): HAO ET AL.

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Dan C. Hu  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed December 08, 2008 appealing from the Office action mailed July 21, 2008.

**(1) Real Party in Interest**

A statement identifying by name the real party in interest is contained in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The statement of the status of claims contained in the brief is correct.

**(4) Status of Amendments After Final**

No amendment after final has been filed.

**(5) Summary of Claimed Subject Matter**

The summary of claimed subject matter contained in the brief is correct.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

**NEW GROUND(S) OF REJECTION**

Claims 1-20 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. In order for a method to be considered a "process" under §101, a claimed process must either: (1) be tied to another statutory class (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials). *Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972). If neither of these requirements is met by the claim, the method is not a patent eligible process under §101 and is non-statutory subject matter. With respect to claims 1-20, the claim language does not include the required tie or transformation and thus is directed to nonstatutory subject matter.

#### **(7) Claims Appendix**

The copy of the appealed claims contained in the Appendix to the brief is correct.

#### **(8) Evidence Relied Upon**

US 2003/0065546	Gorur et al.	4-2003
7,313,533	Chang et al.	12-2007
US 2004/0210540	Israel et al.	10-2004
US 2005/0066026	Chen et al.	3-2005
7,020,869	Abrari et al.	3-2006

## **(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

### **NEW GROUND(S) OF REJECTION**

#### ***Claim Rejections - 35 USC § 101***

1. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

2. Claims 1-20 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. In order for a method to be considered a "process" under §101, a claimed process must either: (1) be tied to another statutory class (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. *Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972). If neither of these requirements is met by the claim, the method is not a patent eligible process under §101 and is non-statutory subject matter. With respect to claims 1-20, the claim language does not include the required tie to a particular machine or apparatus or transformation to a different state or thing and thus is directed to nonstatutory subject matter.

#### ***Claim Rejections - 35 USC § 112***

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

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The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claims 21 and 25 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The claims recite "a computer-readable storage medium configured to provide software". The claims do not explicitly state that the software is contained on the computer-readable medium. It is unclear what is being claimed due to the software not being required to be embodied on a computer-readable storage medium in order to perform the steps claimed.

### ***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 1-6, 7, 11, 21, 22, and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533).

**As per Claims 1 and 21**, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using an user interface to display contracts within an organization), the method comprising:

displaying one or more parties of a first type as nodes in a first region of a view window (Fig. 3; [0078], discloses user A as a node (which is a point in which lines

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connect) being displayed in the left region of the user interface (i.e. view window), wherein user A is a provider);

displaying one or more parties of a second type as nodes in a second region of the view window (Fig. 3; [0078], discloses user F as a node (which is a point in which lines connect) being displayed in the right region of the user interface (i.e. view window), wherein user F is a customer);

displaying one or more parties as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 3; [0078], discloses user B as a node (which is a point in which lines connect) being displayed in the middle region of the user interface (i.e. view window) which is located between user A and user F); and

displaying agreements between parties as lines between corresponding nodes (Fig. 3; [0082], discloses contract objects being displayed in a user interface as intersections (via lines) between the contract provider and contract customer. A user may obtain the contract details by selecting the contract object.).

However, Gorur et al. fails to explicitly discloses the parties of the at least three different types.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of dividing the parties into at least three types (Col. 5, Line 57-Col. 6, Lines 33, discloses forming business agreements amongst a plurality of types of business entities such as service providers, service consumers, and internal

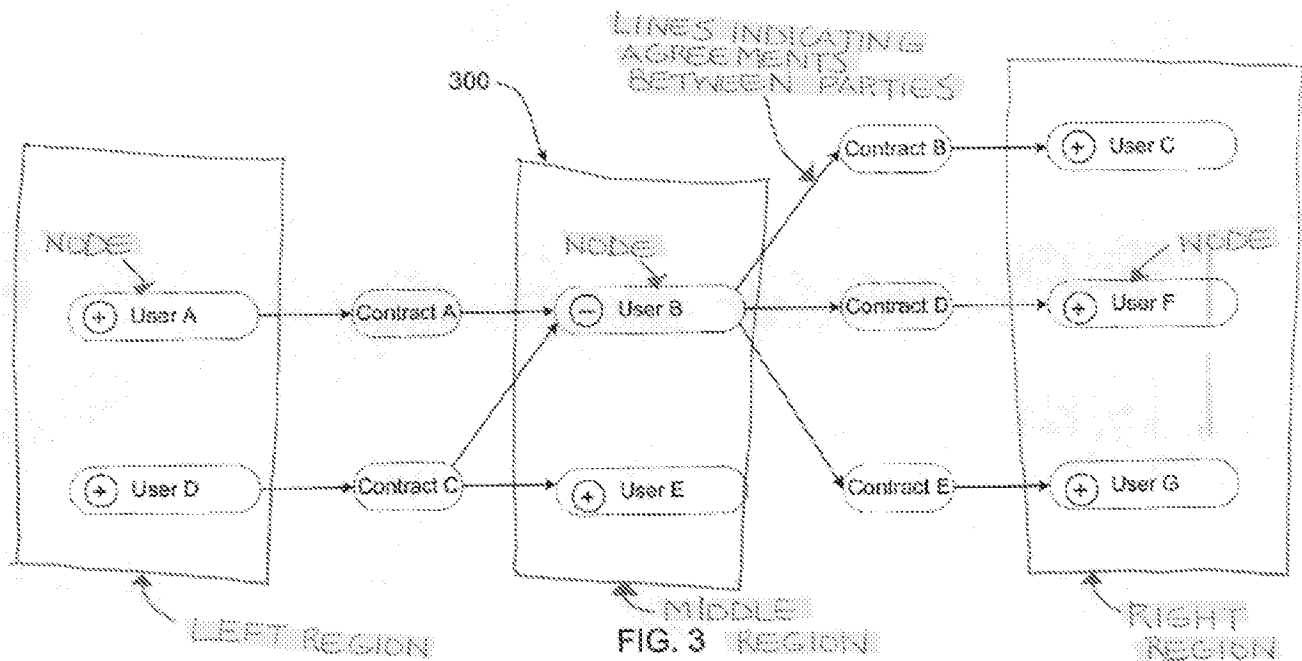
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departments. Fig. 1; Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4)).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include the parties being of at least three different types as taught by Chang et al. in order to display agreements that involve more than two parties.

**Examiner Note:** Examiner has provided below Fig. 3, which is disclosed in Gorur et al. Examiner has annotated the figure to explain Examiner's interpretation of the figure in reference to the claimed invention.





**As per Claim 2**, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, Fig. 3, [0078], discloses user A (i.e. a party of the first type) as a provider that supplies a product or a service to a customer within a certain timeframe).

**As per Claim 3**, Gorur et al. discloses one or more parties of the second type are customers for the one or more parties of the third type (Abstract, Fig. 3, [0078], discloses user F (i.e. a party of a second type) as a customer).

**As per Claim 4**, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the first region being an arc of a circle and the second region being an opposing arc of the circle. It would have been an obvious matter of design choice to have the first region be represented as an arc of the circle, since appellant has not disclosed that having the regions being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.

**As per Claim 5**, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 4, above. However, the combination fails to explicitly disclose the third region being a circle diameter that separates the first and second regions. It would have been an obvious matter of design choice to have the third region be represented as a circle diameter, since appellant has not disclosed that having the third region being represented as a circle diameter solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the third region being represented in any other form.

**As per Claim 6**, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the third region being a line separating the first and second regions. It would have been an obvious matter of design choice to have the third region being represented as a line, since appellant has not disclosed that having the third region being represented as a line solves any stated problem or is for any particular purpose

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and it appears that the invention would perform equally well with the third region being represented in any other form.

**As per Claims 7 and 23**, Gorur et al. discloses the claimed invention as applied to Claim 1, above. However, Gorur et al. fails to explicitly disclose the lines indicating whether a violation has occurred.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation of a corresponding one of the agreements has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indicating whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

**As per Claim 11**, Gorur et al. discloses highlighting associated items in the view window as a user selects items ([0079] discloses providing the contracts associated with the user by selecting a user icon having a "+" symbol). However, Gorur et al. fails to explicitly disclose displaying a hierarchical tree of business agreement information.

Chang et al. discloses displaying a hierarchical tree of business agreement information (Col. 3, Lines 45-50, discloses displaying a hierarchical relationship among business commitments involving service level agreements).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying a hierarchical tree of business agreement as taught by Chang et al. in order to display the parent agreements and the child agreements that are in relation to the parent agreement.

**As per Claim 22**, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein the one or more parties of the second type are customers for the one or more parties of the third type (Abstract, discloses one of the parties being a customer).

7. Claims 8 and 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Israel et al. (US 2004/0210540).

**As per Claim 8**, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

**As per Claim 9**, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is animation.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties), but fails to disclose the characteristic being animation. It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Israel et al. combination to include at least one characteristic being animation since such would equally display the status of the agreements between the parties.

8. Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Chen et al. (US 2005/0066026).

The Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being indicative of a violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aide in determining the urgency of a violation of an agreement.

9. Claims 12 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) as applied to Claim 1 and 21 above, and in further view of Abrari et al. (7,020,869) and Chen et al. (US 2005/0066026).

Gorur et al. discloses the claimed invention. However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in

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a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together), but fails to disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention

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would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations as a function of time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Abrari et al. combination to include displaying violations as a function of time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

10. Claims 13, 14, 19, 25 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and further in view of Chang et al. (7,313,533).

**As per Claims 13 and 25**, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using a user interface to display contracts within an organization). Gorur et al. also discloses displaying agreements between a first party and one or more parties in a region of a view window



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(Fig. 3; [0078], discloses user A having a contract (i.e. a business agreement) with user B being displayed in the left region of the user interface (i.e. view window)). However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together). However, Abrari et al. fails to explicitly disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of displaying one or more parties of a first type and one or more parties of a second type (Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4); and indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Abrari et al. combination to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

**As per Claims 14 and 26**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention as applied to Claim 13 and 25, above. However, the combination fails to explicitly disclose a party being represented by a line separating the first region from the second region. It would have been an obvious matter of design choice to have a party be represented as a line that separates the first region from the second region, since applicant has not discloses that having a party being represented as a line that separates the first region from the second region solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the party being represented in some other form and placed in some other position.

**As per Claim 19**, Gorur et al. discloses one or more parties of the first type are suppliers of the first party (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein parties of the second type are customers of the second party (Abstract, discloses one of the parties being a customer).

11. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Israel et al. (US 2004/0210540).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

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12. Claim 16 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose using animation to show a violation occurrence sequence over time.

It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

13. Claims 17, 18, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

**As per Claim 17**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose indication the violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aide in determining the urgency of a violation of an agreement.

**As per Claim 18**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose changing the view window as a function of time to display time sequence of violations.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose changing the view window as a function time. It would have been an obvious matter of design choice to change the view window in order to indicate a time sequence of violations, since applicant has not disclosed that changing the view window solves any stated problem or is for any particular purpose and it appears that

the invention would perform equally well with the time sequence of violations being indicated in some other form or manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

**As per Claim 20**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose the agreement conditions being shown as a time series to indicate an order in which violations occur.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying the time at which violations occur ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose the time of the agreement condition violations being displayed as a time series. It would have been an obvious matter of design choice to have the violations be displayed as a time series, since applicant has not disclosed that having the violations displayed as a time series solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the violations being displayed in a different manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al.,

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Abrari et al., and Chang et al. combination to include displaying agreement conditions violations as a time series to indicate an order in which violations occur as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

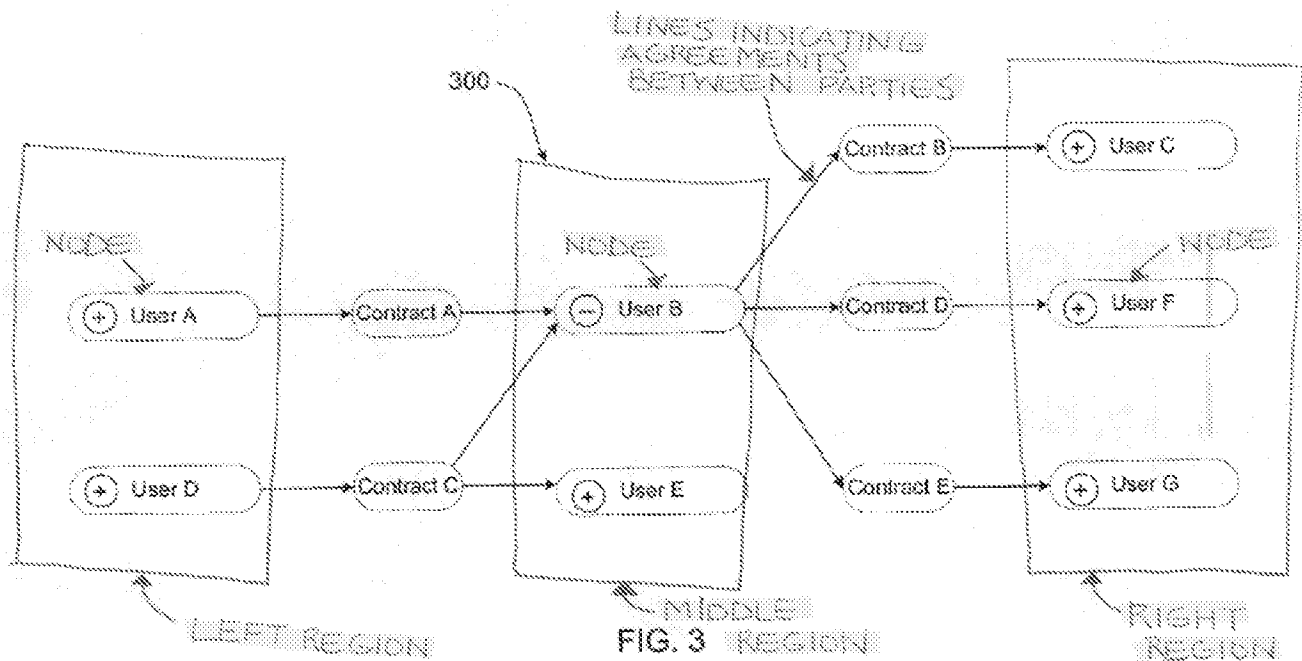
### **(10) Response to Argument**

#### **Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533).**

Appellant's first argument, appearing on pages 5-7 of the appeal brief, is that neither Gorur et al. nor Chang et al. disclose displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions, as required by Claims 1-3, 6, 11, 21, and 22.

Examiner asserts that Gorur et al. discloses displaying agreements amongst a plurality of parties wherein the parties are of two types (i.e. provider and customer), wherein the parties are represented as nodes in a three different regions of a view window (Fig. 3, [0078], discloses an user interface (i.e. view window) displaying business agreements between a plurality of parties wherein the view window has three regions).

Examiner has provided below Fig. 3, which is disclosed in Gorur et al. Examiner has annotated the figure to explain Examiner's interpretation of the figure in reference to the claimed invention.



Examiner asserts that Gorur et al. fails to explicitly disclose business agreements wherein there are three types of parties. However, Chang et al. discloses business agreements between three types of parties (Col. 5, Line 57-Col. 6, Lines 33, discloses forming business agreements amongst a plurality of types of business entities such as service providers, service consumers, and internal departments. Fig. 1; Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4)). Examiner asserts that it would have been obvious to modify the displaying of business agreements of Gorur et al. to include business agreements involving three types of parties as taught by Chang



et al. in order to aid in visualizing business agreement relationships amongst all parties involved in the agreement.

Examiner also asserts that the type of party being displayed does not change the function of a plurality of parties having business agreements with one another being displayed in a view window. Examiner asserts that Gorur et al. is fully capable of displaying parties of a plurality of types that enter into agreements with one another.

In response to applicant's argument that the examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

Appellant's second argument, appearing on page 8 of the appeal brief, is that neither Gorur et al. nor Chang et al. discloses the first region is an arc circle, and the second region is an opposing arc of the circle, as required by Claim 4.

Examiner asserts that having the first region as an arc of a circle and the second region as an opposing arc of the circle is an obvious matter of design choice. The regions being represented in arc form fails to solve any stated problem nor is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form, such as the form disclosed in Gorur et al.

(via Fig. 3). Appellant has failed to provide any reasoning on how displaying parties of three types in arc form is beneficial over displaying parties of three types in any other form.

Appellant's third argument, appearing on pages 8 and 9 of the appeal brief, is that neither Gorur et al. nor Chang et al. discloses the third region being a circle diameter that separates the first and second regions, as required by Claim 5.

Examiner asserts that Gorur et al. discloses a third region (i.e. middle region) that separates the first region (i.e. left region) and the second region (i.e. right region) of a view window (via Fig. 3). However, Gorur et al. fails to disclose the third region being depicted as a circle diameter. Examiner asserts that having the third region as a circle diameter is an obvious matter of design choice. The third region being a circle diameter fails to solve any stated problem nor is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form, such as the form disclosed in Gorur et al. (via Fig. 3). Appellant has failed to provide any reasoning on how displaying the third region as a circle diameter is beneficial over displaying parties of three types in any other form.

Appellant's fourth argument, appearing on pages 9 and 10 of the appeal brief, is that neither Gorur et al. nor Chang et al. discloses the lines being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred, as required by Claims 7 and 23.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Chang et al. discloses providing an

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indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

**Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) and in further view of Israel et al. (US 2004/0210540).**

Appellant's first argument, appearing on pages 10 and 11 of the appeal brief, is that the Gorur et al., Chang et al., and Israel et al. combination fails to disclose displaying lines with a color indicative of whether a violation of a corresponding agreement has occurred, as required by Claim 8.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Israel et al. discloses color being a characteristic of the status of a dispute between parties ([0198]). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include color being a characteristic of a status (i.e. where a violation of an agreement is a form of a status of an agreement) as taught by Israel et al. in order to aid in displaying the status of the agreements between the parties.

Appellant's second argument, appearing on page 11 of the appeal brief, is that the Gorur et al., Chang et al., and Israel et al. combination fails to disclose at least one characteristic of a violation of a corresponding one of the agreements has occurred being animation, as required by Claim 9.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Examiner asserts having the indication of a violation of an agreement being animated is an obvious matter of design choice. Applicant has failed to disclose any reasoning of how the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

**Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) and in further view of Chen et al. (US 2005/006626).**

Appellant's arguments, appearing on page 12, fails to comply with 37 CFR 1.111 (b) with respect to Claim 10, because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references.

**Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) and in further view of Abrari et al. (7,020,869) and Chen et al. (US 2005/006626).**

Appellant's argument, appearing on pages 12 and 13 of the appeal brief, is that the Gorur et al., Chang et al., Abrari et al., and Chen et al. combination fails to disclose displaying agreement conditions as parallel lines in a window region; and changing one or more of the parallel lines as a function of time to display violations as a function of time, as required by Claims 12 and 24.

Examiner asserts that Gorur et al. discloses displaying agreements between one or more parties in different window regions, wherein the lines are used to indicate the agreements made between a plurality of parties (Fig. 3; [0078]), as stated above. Abrari et al. discloses displaying agreement conditions (Abstract, via displaying conditions). Examiner asserts that it would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in the different regions of the view window of Gorur et al., since the appellant has not discloses that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and

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it appears that the invention would perform equally well with the conditions being displayed in a different matter of form.

Examiner also asserts that Chen et al. discloses displaying violations of an agreement as a function of time ([0041] discloses displaying the date and time in which a breach has occurred pertaining to a service level agreement). Examiner asserts it would have been obvious to modify the display of business agreements between parties, wherein lines indicate the agreement between parties of Gorur et al. to include displaying violations of an agreement as a function of time as taught in Chen et al. in order to notify a user as to when a breach of an agreement has occurred.

**Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869) and in further view of Chang et al. (7,313,533).**

Appellant's argument, appearing on pages 14 and 15 of the appeal brief, is that the Gorur et al., Abrari et al., and Chang et al. combination fails to disclose "wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred", as required by Claims 13, 14, 19, 25, and 26.

Examiner asserts that Gorur et al. discloses displaying agreements between one or more parties in different window regions, wherein the lines are used to indicate the agreements made between a plurality of parties (Fig. 3; [0078]), as stated above.

Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

**Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869) and in further view of Chang et al. (7,313,533) and Israel et al. (US 2004/0210540).**

Appellant's argument, appearing on pages 15 and 16 of the appeal brief, is that the Gorur et al., Abrari et al., Chang et al., and Israel et al. combination fails to disclose displaying lines with a color indicative of whether a violation of a corresponding agreement has occurred, as required by Claim 15.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Israel et al. discloses color being a characteristic of the status of a dispute between parties ([0198]). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include color being a characteristic of a status (i.e. where a violation of

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an agreement is a form of a status of an agreement) as taught by Israel et al. in order to aid in displaying the status of the agreements between the parties.

**Rejection Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869) and in further view of Chang et al. (7,313,533) and Chen et al. (US 2005/0066026).**

Appellant's first argument, appearing on page 16 of the appeal brief, is that the Gorur et al., Abrari et al., Chang et al., and Chen et al. combination fails to disclose "displaying actions are animated to show a violation occurrence sequence over time", as required by Claim 16.

Examiner asserts that Gorur et al. discloses displaying lines as an indication of an agreement between parties (via Fig. 3). Chang et al. discloses providing an indication of whether a violation of an agreement has occurred (Col. 4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment). Examiner asserts it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether an violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Examiner asserts having the indication of a violation of an agreement being animated is an obvious matter of design choice. Applicant has failed to disclose any reasoning of how the characteristic be animation solves any stated problem or is for any



particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Appellant's second argument, appearing on page 17, fails to comply with 37 CFR 1.111 (b) with respect to Claims 17, 18, and 20, because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references.

#### **(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

This examiner's answer contains a new ground of rejection set forth in section **(9)** above. Accordingly, appellant must within **TWO MONTHS** from the date of this answer exercise one of the following two options to avoid *sua sponte* **dismissal of the appeal** as to the claims subject to the new ground of rejection:

**(1) Reopen prosecution.** Request that prosecution be reopened before the primary examiner by filing a reply under 37 CFR 1.111 with or without amendment, affidavit or other evidence. Any amendment, affidavit or other evidence must be relevant to the new grounds of rejection. A request that complies with 37 CFR

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41.39(b)(1) will be entered and considered. Any request that prosecution be reopened will be treated as a request to withdraw the appeal.

(2) **Maintain appeal.** Request that the appeal be maintained by filing a reply brief as set forth in 37 CFR 41.41. Such a reply brief must address each new ground of rejection as set forth in 37 CFR 41.37(c)(1)(vii) and should be in compliance with the other requirements of 37 CFR 41.37(c). If a reply brief filed pursuant to 37 CFR 41.39(b)(2) is accompanied by any amendment, affidavit or other evidence, it shall be treated as a request that prosecution be reopened before the primary examiner under 37 CFR 41.39(b)(1).

Extensions of time under 37 CFR 1.136(a) are not applicable to the TWO MONTH time period set forth above. See 37 CFR 1.136(b) for extensions of time to reply for patent applications and 37 CFR 1.550(c) for extensions of time to reply for ex parte reexamination proceedings.

Respectfully submitted,

/F. L./  
Examiner, Art Unit 3689

**A Technology Center Director or designee must personally approve the new ground(s) of rejection set forth in section (9) above by signing below:**

/Wynn W. Coggins/

Director, TC 3600

Conferees:

1) /Tan Dean D. Nguyen/  
Primary Examiner, Art Unit 3689  
2/20/2009

2) Vincent Millin /vm/

Appeals Practice Specialist

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